

RECORDATION NO. 23137-A
SEP 29 '00
4-32 PM
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 28, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Amtrak Trust 2000-SD-A

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Trust Indenture and Security Agreement (Amtrak 2000-SD-A), dated as of September 28, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Board under Recordation Number _____.

The names and addresses of the parties to the enclosed document are:

Trust: Amtrak 2000-SD-A Trust
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19801

Indenture Trustee: Allfirst Bank
25 South Charles Street
Baltimore, Maryland 21202

Mr. Vernon A. Williams
September 28, 2000
Page 2

A description of the railroad equipment covered by the enclosed documents is:

Twenty (20) railcars within the series AMTK 6300 – 6903 not inclusive.

A short summary of the railroad equipment covered by the enclosed document is:

Memorandum of Trust Indenture and Security Agreement (Amtrak 2000-SD-A), dated as of September 28, 2000 among the Federal Railroad Administration, Secured Party, National Railroad Passenger Corporation, Lessee, and Wilmington Trust Company, Owner Trustee, as to twenty (20) railcars within the series AMTK 6300 – 6903 not inclusive.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bjg
Enclosures

RECORDED 231371 FILED

SEP 29 00

4-32 PM

AMTRAK TRUST 2000-SD-A

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF TRUST INDENTURE AND SECURITY AGREEMENT (AMTRAK TRUST 2000-SD-A) dated September 29, 2000, between AMTRAK 2000-SD-A TRUST, a Delaware business trust (the "*Trust*"), all of the activities of which shall be conducted by Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as trustee for the Trust (the "*Owner Trustee*" which term, unless the context otherwise requires, shall include the Trust), and ALLFIRST BANK, a Maryland banking corporation, as indenture trustee (the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (referred to below).

WHEREAS, Owner Trustee and Indenture Trustee are entering into that certain Trust Indenture and Security Agreement (Amtrak Trust 2000-SD-A) dated as of September 15, 2000 (the "*Trust Indenture*"), as supplemented by Indenture Supplement No. 1 (the terms of each of which are incorporated herein by reference; and the Trust Indenture as so supplemented being herein called the "*Indenture*"), pursuant to which Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, unto Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participants and the Note Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest and all powers and privileges of Owner Trustee in, to and under the following described property, rights, interests and privileges whether tangible or intangible, wherever located or situated, whether now owned or held or hereafter acquired, other than Excepted Payments and Excepted Rights (which collectively, excluding Excepted Payments and Excepted Rights but otherwise including all property hereafter specifically subjected to the Lien of the Indenture by the Indenture Supplement No. 1 or any mortgage supplemental thereto, are included within the Trust Indenture Estate), to wit:

(1) the railroad equipment listed in Schedule I hereto, and all replacements thereof and substitutions therefor in which Owner Trustee shall from time to time acquire an interest as provided in the Indenture and in the Lease, all as more particularly described in the Indenture Supplement No. 1 executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in the Indenture, and the interest of Owner Trustee in all records, logs and other documents at any time maintained by Lessee with respect to the foregoing property;

(2) the Lease (including each Lease Supplement) and all Rent thereunder, including, without limitation, all amounts of Base Rent, Supplemental Rent, and payments of any kind thereunder or in respect thereof, the Participation Agreement, each Bill of Sale, each Assignment of Warranties, and each Consent, including without limitation, in the case of each such Operative Document (other than the Equity Guarantee Agreement and with respect to all Excepted Payments and Excepted Rights), (x) all amounts or other payments of any kind paid or payable by the obligor(s) thereunder or in respect thereof to Owner Trustee whether in its capacity as Lessor or otherwise as well as all rights of Owner Trustee to enforce payment of any such amounts or payments, (y) all rights of Owner Trustee to exercise any election or option or

AMTRAK TRUST 2000-SD-A

to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof (except for any such rights under the Participation Agreement exercisable in connection with each closing), as well as all the rights, powers and remedies on the part of Owner Trustee, whether acting under any such document or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default or otherwise, and (z) any right to restitution from Lessee in respect of any determination of invalidity of any such document;

(3) rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(4) insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of the Lease;

(5) moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Indenture Trustee by or for the account of Owner Trustee pursuant to any term of any Operative Document and held or required to be held by Indenture Trustee under the Indenture;

(6) proceeds of the foregoing;

BUT EXCLUDING from the foregoing and from the Trust Indenture Estate all Excepted Payments and Excepted Rights, and the rights to enforce, collect, settle or compromise the same, and SUBJECT TO the rights of Owner Trustee and Owner Participant under Section 6.10 of the Indenture;

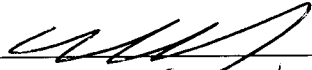
WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

AMTRAK 2000-SD-A TRUST

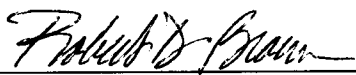
By: Wilmington Trust Company, not in
its individual capacity but solely
as Owner Trustee

By:


Name: Chris Sporenberg
Title: Assistant Vice President

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.


ALLFIRST BANK, as Indenture Trustee

By: 
Name: ROBERT D. BROWN
Title: VICE PRESIDENT

Memo of Indenture and Security Agreement (AMTRAK 2000-SD-A TRUST)

STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this 25th day of September, 2000, before me personally appeared **W. CHRIS SPONENBERG**, to me personally known, who, by me being duly sworn, says that he/she is AVP of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Wilmington Trust Company, as trustee on behalf of AMTRAK 2000-SD-A TRUST, by authority of Wilmington Trust Company's Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Wilmington Trust Company.



Notary Public
LEIGH EMMI
NOTARY PUBLIC
My Commission Expires August 1, 2002

My Commission Expires: _____

Memo of Indenture and Security Agreement (AMTRAK 2000-SD-A TRUST)

STATE OF MARYLAND)
) SS.:
CITY OF BALTIMORE)

On this 25th day of September, 2000, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he/she is Vice President of ALLFIRST BANK, that the foregoing instrument was signed on behalf of said Maryland corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Deborah K. Badgley
Notary Public

My Commission Expires: 4/13/2002

Memo of Indenture and Security Agreement (AMTRAK 2000-SD-A TRUST)

AMTRAK TRUST 2000-SD-A

SCHEDULE I

DESCRIPTION OF EQUIPMENT

AMTRAK TRUST 2000-SD-A

<u>Equipment Type¹</u>	<u>Amtrak Equipment Numbers</u>
One (1) Alstom Transportation Inc. Surfliner Café Car	AMTK 6300
One (1) Alstom Transportation Inc. Surfliner Café Car	AMTK 6301
One (1) Alstom Transportation Inc. Surfliner Café Car	AMTK 6302
One (1) Alstom Transportation Inc. Surfliner Café Car	AMTK 6303
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6400
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6401
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6402
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6403
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6404
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6405
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6406
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6407
One (1) Alstom Transportation Inc. Surfliner Business Class Car	AMTK 6800
One (1) Alstom Transportation Inc. Surfliner Business Class Car	AMTK 6801
One (1) Alstom Transportation Inc. Surfliner Business Class Car	AMTK 6802

¹ The following passenger rail equipment has been delivered and accepted under the Purchase Agreement (as defined in the Participation Agreement):

AMTRAK TRUST 2000-SD-A

<u>Equipment Type¹</u>	<u>Amtrak Equipment Numbers</u>
One (1) Alstom Transportation Inc. Surfliner Business Class Car	AMTK 6803
One (1) Alstom Transportation Inc. Surfliner Cab/Baggage/Coach Car	AMTK 6900
One (1) Alstom Transportation Inc. Surfliner Cab/Baggage/Coach Car	AMTK 6901
One (1) Alstom Transportation Inc. Surfliner Cab/Baggage/Coach Car	AMTK 6902
One (1) Alstom Transportation Inc. Surfliner Cab/Baggage/Coach Car	AMTK 6903